

**CONTRACT PERIOD THROUGH FEBRUARY 28, 2004**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **WATER CONDITIONING SERVICES: TRATMENT AND MAINTENANCE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 21, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Steve Varscsak, FMD  
**Sharon Tohtsoni**, Materials Management

(Please remove Serial 95262-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **WATER CONDITIONING SERVICES: TREATMENT AND MAINTENANCE**

**1.0 INTENT:**

This is a full service/maintenance contract for water conditioning/treatment for building closed-loop systems, cooling towers, boilers, airwash units, evaporative condensers, shell and tube condensers, **pumpback systems**, and water softeners. The Contractor must provide emergency service twenty-four (24) hours a day seven (7) days per week. An analysis of aforementioned equipment and systems will be required for equipment condition and tracking purposes. This service is to be provided County-wide, comprising 4.5 million square feet of building space. Water conditioning, treatment, analysis, and reports services are to be provided daily, weekly, and monthly, per the specifications herein.

**Note: On the initial visit by the successful contractor, the County and the Contractor shall ascertain what services need to be performed to bring all sites to “standard”. These cost will be separate and a one-time charge, based on bid labor rate plus supplies percentage over cost. After established, the Contractor shall be responsible to keep the standards consistent at no additional cost over the bid rate to the County.**

**2.0 TECHNICAL SPECIFICATIONS:**

2.1 All chemicals shall be supplied by Contractor, at no additional cost to the County. In addition, all chemicals shall be induced into water systems by Contractor, either manually, or by automatic means. County personnel are not responsible for the induction of chemicals.

All chemicals supplied by Contractor shall have MSDS sheets, one copy to Facilities Management Department (FMD), and second copy to be placed at site near chemical storage (see ~~§4.4~~ **§3.5 and 3.12**).

2.2 Services not covered under the maintenance program shall be billed at bid labor rates. Normal business hours are 6:00 AM through 6:00 PM. All other times shall be after hours, weekends, and holidays.

2.3 All samples for water analysis/testing shall be collected by the Contractor’s staff

2.4 All monitoring equipment and associated components, including, but not limited to monitor modules, solenoid valves and coils, pumps, tubing, fittings, receptacles, wiring, feed pumps, etc., shall be the responsibility of the County to pay for said components, and billed at bid rates (See §6.0), exceptions: filters. Components shall be replaced like-for-like item. All labor for repair or replacement shall be incurred by the Contractor. Components that have been damaged due to negligence of Contractor (i.e. chemical feed tanks empty, and pump running dry) shall fall entirely on the Contractor.

2.5 Contractor shall keep an adequate supply of parts to provide the requirements of these specifications.

2.6 Calibration/adjustment of chemical feed and monitoring controls shall be the responsibility of the Contractor.

2.7 Conductivity control shall be monitored either on a daily basis or until such time conductivity is under normal control.

2.8 Contractor shall be responsible to clean all probes in association with conductivity and pH control.

2.9 Check all chemical storage tanks and refill if necessary. Maintain chemical inventory (~~see §3.5.3.1~~).

2.10 COOLING TOWERS, EVAPORATIVE CONDENSERS, TUBE & SHELL CONDENSERS, PUMP BACK SYSTEMS, AIRWASH UNITS:

2.10.1 Testing:

2.10.1.1 The Contractor shall be responsible for the analysis/testing for cooling towers, evaporative condensers, tube & shell condensers, pump back systems, and airwash units.

2.10.1.2 The Contractor must complete accurate and precise tests and chemical calculations for proper chemical control:

ANALYSIS/TEST	PREFERRED RANGE
Hardness	<del>0 ppm</del>
P-alkalinity	200+
M-alkalinity	200+
pH	<del>7.4-7.6</del>
Conductivity	2.5 - 3.0 cycles
Inhibitor (op)	Required
Microbiocides	N/A
Calcium	300+

2.10.2 Treatment:

The Contractor shall be responsible for the following services for treatment of cooling towers, tube and shell condensers, evaporative condensers, and airwash units and pump back systems.

2.10.2.1 Two compatible micro-biocides shall be used for algae and slime control to keep the system slime and algae free. This shall be an algaecide and a biocide, and shall be alternated weekly.

2.10.2.2 Check chemical feed pump operation.

2.10.2.3 Make adjustments and calibrate conductivity controllers.

2.10.2.4 Clean conductivity and pH probes.

2.10.2.5 Maintain operation of sand filter systems.

2.10.2.6 Check bleed-off for proper operation, clean strainers as necessary.

2.10.2.7 Check all chemical storage tanks and refill if necessary. Maintain chemical inventory. Chemical storage tanks shall not be left empty. Failure to keep tanks adequately filled shall cause County to acquire chemicals from another source and deduct costs from Contractor's monthly billing.

**Cooling towers to be treated weekly, with chemicals rotated weekly.**

**Do not use chlorine to treat towers (Exceptions to be pre-approved by County).**

2.10.3 Cleaning:

2.10.3.1 The Contractor shall be responsible for cleaning all outer and inner surfaces of cooling towers, shell and tube condensers, evaporative condensers, yearly. All equipment, both direct and indirect, shall be kept in a clean appearance including, but not limited to: tower sumps, condenser tubes, strainers, motors, pulleys, piping, fans, cooling media, inner and outer shells, and framework.

2.10.3.2 All cleaning **MUST** be scheduled with an authorized representative of FMD. Under no circumstances shall Contractor shut down equipment for cleaning without such consent and followed by a schedule.

2.10.3.3 All surfaces shall be cleaned with a high pressure sprayer. The use of corrosive chemicals to remove heavy scaling or corrosion may be used but only with the consent of an authorized representative of FMD.

2.10.3.4 Tower sumps and pans must not contain more than 1/8" of silt or other debris or clean all sump strainers, spray nozzles, and any other tower water distribution devices. Also clean any sensors associated with water system.

2.10.3.5 Calibrate all control equipment with standards.

2.10.4 Frequency:

2.10.4.1 Testing: Twice per week, or as necessary.

2.10.4.2 Treatment: Twice per week, or as necessary.

2.10.4.3 Cleaning: Quarterly or as needed. Site must be kept clean. Equipment appearance must be neat and clean.

2.11 **CLOSED LOOPS**

2.11.1 Testing:

The Contractor shall be responsible for the following tests:

TEST/ANALYSIS	PREFERRED RANGE
pH	Neutral 7.5 <b>(Or as approved by County)</b>
Conductivity	400 max. <b>(Or as approved by County)</b>
Molybdate	30 to 60 ppm
Micro biological activity	0
Glycol level <b>(SE Facility only)</b>	-10° to -30°F

2.11.2 Treatment:

The Contractor shall be responsible for the following services regarding water treatment of closed loop systems:

2.11.2.1 Adding chemicals to pot feeders.

2.11.2.2 Cleaning of systems as necessary, or if determined by Maricopa County, or its authorized agent.

2.11.2.3 Check filters, and clean or replace if necessary. Filters, if replaced, shall be borne by the Contractor.

2.11.3 Cleaning:

The Contractor shall be responsible for cleaning all loop systems as needed. Contractor shall be responsible for:

2.11.3.1 Flushing of entire system, as deemed necessary by the Contractor OR the County.

2.11.3.2 Adding of chemicals

2.11.4 Frequency:

2.11.4.1 Testing: Monthly

2.11.4.2 Treatment: As needed

Note: If water loss is noted, system will be tested and treated monthly until system is in control.

2.12 BOILERS, STEAM LINES, CONDENSATE RETURN SYSTEMS, FEED WATER TANKS:

**Note: All boilers are soft water fed.**

2.12.1 Boilers and boiler cleanings shall be a part of this Contract. The Contractor, shall supply a water-side evaluation (submitted to FMD) upon annual shut-down and cleaning of each boiler with subsequent written report as to their findings. Water treatment/conditioning to the boiler shall be Contractor's responsibility.

2.12.2 Testing:

2.12.2.1 The Contractor shall be responsible to provide results and monitor boilers, steam lines, condensate return systems, and feed water tanks.

2.12.2.2 The Contractor must complete accurate and precise tests and chemical calculations for proper chemical control

ANALYSIS/TEST	PREFERRED RANGE
Hardness	0 ppm
P-alkalinity	200+
M-alkalinity	200+
pH	11.0+
Conductivity	2200-3400
Sulfite	30 to 60 ppm
Phosphate	30 to 60 ppm
Calcium	300+ 0

~~2.13 BOILERS, STEAM LINES, CONDENSATE RETURN SYSTEMS, FEED WATER TANKS:~~

2.12.3 Treatment:

The Contractor shall be responsible for the following water treatment services regarding boilers, steam lines, condensate return systems, and feed water tanks:

2.12.3.1 Check all chemical storage tanks and refill if necessary. Maintain chemical inventory. Chemical storage tanks shall not be left empty. Failure to keep tanks adequately filled shall cause County to acquire chemicals from another source and deduct costs from Contractor's monthly billing.

2.12.3.2 Checking chemical feed pumps for operation.

2.12.3.3 Perform surface bleed-offs of boilers to control conductivity.

2.12.3.4 Bottom blow-down of boilers shall be the responsibility of the County.

2.12.4 Frequency:

2.12.4.1 Analysis/Testing: Twice per week, or as required for proper control.

2.12.4.2 Treatment: Continuous for proper control.

2.12.4.3 Surface bleed-off: Conductivity control, until TDS is within limits.

2.12.4.4 Internal boiler cleaning/flushing: To be scheduled with the Contractor for inspection and cleaning only, when boiler is shutdown for annual maintenance, or as deemed necessary by State of Arizona Insurance Inspector, or a qualified County representative.

2.12.4.5 The Contractor shall provide a written daily chemical equipment inspection and assessment report (with each visit) to avoid any equipment failure. The written report shall contain information of chemical tests, appearance of scaling, corrosion, or any other problems found. This report shall be sent to FMD the same day the inspection/assessment is made. (See §3.1 and §3.4).

## 2.13 WATER SOFTENERS

2.13.1 Testing:

The Contractor shall be responsible for the following tests:

TEST	PREFERRED RANGE
Hardness	0 ppm
pH	<del>7.4</del> 7.6*
Conductivity	<del>200</del> 400*

**\* Based on city water supply**

2.13.2 Treatment:

All treatment for the water in water softeners shall be the responsibility of the Contractor. Repair of water softeners will be responsibility of the County.

2.13.3 Frequency:

Testing: ~~Twice~~ **Once** per week.

2.13.4 Salt replacement:

The Contractor shall be responsible to add salt to the softener tanks as needed. Salt will be supplied to the Contractor at each site by the County.

2.13.5 Contractor shall also be responsible for the labor replacement of Zeolite, supplied by the County. Contractor shall supply FMD Technical Specialist information regarding repairs to softener equipment. It shall NOT be the Contractor's responsibility to repair such equipment.

## ~~2.15 WATER FEATURES~~

~~NOTE: THIS SERVICE MAY BE SUBCONTRACTED WITH APPROVAL FROM THE COUNTY~~

~~Some buildings utilize water feature displays of either waterfalls, fountains, or ponds. Contractor shall test these sites and supply necessary chemical treatment for proper water balance and water purification. Reverse osmosis systems including filters and membranes shall be the responsibility of the Contractor at no additional cost to the County. The Contractor is not responsible for repair/replacement of pumps, control devices, hoses, draining and surface cleaning, etc. in reference to water features.~~

2.15.1 ~~Testing:~~

The Contractor shall be responsible for the following tests:

TEST	PREFERRED RANGE
Hardness	0 ppm
pH	7.4-7.6
Conductivity	200-400

2.15.2 ~~Frequency:~~

~~Estimating:~~ Once per week

**2.16 All filters associated with equipment water flow shall be replaced by the Contractor and be part of the monthly maintenance. This schedule shall be as deemed by the Contractor and not to exceed maximum quarterly replacement. Currently, only the SE Facility has two (2) water filters.**

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of TWO (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Contractor's technical staff must be thoroughly trained with a minimum 4 years experience in the field of water treatment and conditioning, and completely familiar with the specified requirements and methods needed for proper performance of this Contract.

3.3 Contractor shall be responsible for replacement of any HVAC equipment that has been damaged due to Contractor's neglect to perform the specifications herein.

This shall include but not limited to failure to provide scheduled testing/treatment as specified, improper proportions of chemicals, incorrect types of chemicals, which, due to neglect, have deteriorated or caused damage to said equipment wherein repair and/or replacement of equipment is required to bring system up to normal operating standards.

3.4 Contractor's staff utilized to perform the specifications of this Contract must be trained in the proper use and/or accidental spillage of chemicals pursuant to OSHA directives 1910.1200 of the Hazardous Communication Standards. Proof of such must bid package.

3.5 MSDS sheets must be submitted which each shipment (~~See §3.2~~). All chemical containment vessels must be labeled and identified. Contractor shall be responsible to ensure all sites have MSDS sheets displayed in a readily available location. MSDS sheets on all chemicals used must be submitted by successful bidder to the County at Post Award Conference.

3.6 In the event the work performance of the Contractor is not satisfactory, the Contractor will be notified and be given two (2) hours to correct the work. Labor for all rework will be at no cost to the County.

3.7 Contractor will supply all tools, chemicals, equipment, and parts needed to perform the requirements of this Contract.

- 3.8 A Maricopa County Sheriff's Office background check will be a requirement for all employees of Contractor's staff providing services to the County. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The cost for this requirement shall be incurred by the County.
- 3.9 Contractor shall be responsible to procure all required licenses and permits when and where applicable. Contractor must comply with all Arizona Statutes, and must hold a current State of Arizona Registrar of Contractors license #L-54. Proof of such must accompany bid package.
- 3.10 **REPORTS:** The Contractor shall provide a weekly report of all test results and treatment provided (i.e. amounts added, repairs made/needed, parts used, etc.) to an on-site County Stationary Engineer or HVAC technician. If site does not have either of these personnel, report shall be submitted to FMD AML (list supplied at post award conference).
- 3.11 Contractor shall also supply a statement of any and all unusual or undesirable conditions which, in the Contractor's opinion, could or could tend to detract from the system performing according to design specifications.
- 3.12 **LOG SHEET AT EACH SITE:**
- Each site shall have a posted log sheet wherein the technical staff will enter the date and what inspections/test occurred along with his/her signature. **These log sheets will be inspected and verified by FMD staff. Each log sheet must have current MSDS sheets attached**
- 3.13 **QUARTERLY MEETINGS:**
- The Contractor will be required to meet with FMD staff every three months to discuss contract performance and any other important issues.
- 3.14 **TAX:**
- Taxes shall be imposed on commodities purchased by the County. No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price
- 3.15 **INVOICING:**
- At the end of each month, after water services have been provided, the Contractor shall bill the County with invoicing sent to the requesting agency. For Facilities Management sites:
- Facilities Management  
Attention: Accounts Payable  
401 W. Jefferson St.  
Phoenix, AZ 85003
- The invoice must contain:
- Contract serial number  
Terms as bid  
Contract section number of site  
Site name  
Individual bid price for monthly service  
Grand total
- (If sites are too numerous to enter into the fields of invoice, sites listing and pricing may be attached to invoice as attachment.
- All billable work must be invoiced separately from monthly services.



Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

3.16 INDEMNIFICATION AND INSURANCE

3.16.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.17 INSURANCE REQUIREMENTS

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.17.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 3.17.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 3.17.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.18 **CERTIFICATES OF INSURANCE**

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.19 **CANCELLATION AND EXPIRATION NOTICE:**

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.20 **PERFORMANCE BOND:**

The successful Bidder will be required to furnish a Performance Bond in the amount of \$20,000.00 within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of Performance Bond. Contractors are requested to tender this bond on a document approved by the Arizona Department of Insurance. One Contractor failing to supply a Performance Bond as required will forfeit his right to the contract. An irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance Bonds are to be identified with Bid Serial Number, Title and return address.

3.21 **TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.22 **TRAINING:**

The successful Bidder shall provide a minimum of 8 hours to completely train County personnel in the use and care of the equipment.

**3.23 TECHNICAL AND DESCRIPTIVE LITERATURE:**

Bidder(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

**3.24 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability shall be considered non-responsive and not eligible for award consideration.

**3.25 PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

**Purchase Card Clarification.**

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

**3.26 INQUIRIES:**

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, SENIOR PROCUREMENT SPECIALIST – (602) 506-3450

Technical Telephone inquiries shall be addressed to:

STEVE ~~VARASACK~~ VARSCSAK

(602) 506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.27 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON DECEMBER 27, 2000 AT 9:00 AM AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003**

**4.0 CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**4.9 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

**4.22 DELIVERY:**

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.23 PRICE REDUCTIONS:**

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification **IS** not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

**4.24 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.25 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.



10743 EDISON COURT, RANCHO CUCAMONGA, CA 91730

ADVANCED CHEMICAL TECHNOLOGY, 3721 W CAMBRIDGE ROAD, PHOENIX, AZ 85009

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO  
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

**S049403/B0601732**

**6.0 PRICING:**

Per specifications, services for water treatment and test:

**Numbers in parenthesis represent total tonnage or horsepower. Numbers are approximate.**

	SITE	BLDG.	EQUIPMENT	YEAR 1 PRICE PER MONTH	YEAR 2 PRICE PER MONTH	YEAR 3 PRICE PER MONTH
6.1	MCSO 900 E. Van Buren Avondale, AZ	0309	1 - cooling tower ( <b>43T</b> ) 1 - cooling closed loop 1 - hot water boiler 1 - chiller (40T) 1 - water softener	<u>\$147.00</u>	<u>\$147.00</u>	<u>\$154.00</u>
6.2	Library 17811 N. 32nd St. Phoenix, AZ	3824	1 - cooling tower ( <b>240T</b> ) 1 - cooling closed loop 1 - condenser closed loop 1 - hot water boiler <del>2 - chillers (150T)</del> <b>1 - chiller (150T)</b> <b>1 - chiller (150T)</b> 1 - heating closed loop	<u>\$236.00</u>	<u>\$236.00</u>	<u>\$247.00</u>
6.3	Equipment Services 155 E. Coury Mesa, AZ	2852	1 - pumpback system	<u>\$36.00</u>	<u>\$ 36.00</u>	<u>\$38.00</u>

**SERIAL 00206-SC**

**10743 EDISON COURT, RANCHO CUCAMONGA, CA 91730**

**ADVANCED CHEMICAL TECHNOLOGY, 3721 W CAMBRIDGE ROAD, PHOENIX, AZ 85009**

6.4	MCSO-Mesa Substation 2853 1840 S. Lewis Mesa, AZ	3 - airwash units 1 - hot water boiler 1 - cooling tower <b>(90T)</b> 1 - chiller (40T) 1 - heating closed loop 2 - water softeners 1 - cooling loop	<u>\$182.00</u>	<u>\$182.00</u>	<u>\$191.00</u>
6.5	Adult Probation 2814 245 Centennial Way Mesa, AZ	1 - cooling tower <b>(90T)</b> 1 - condenser closed loop 1 - water softener	<u>\$137.00</u>	<u>\$137.00</u>	<u>\$144.00</u>
6.6	MCDOT Administration 1401 2901 W. Durango Phoenix, AZ	1 - cooling tower <b>(140T)</b> 1 - closed loop 1 - chiller (55T) 1 - sand filtration system	<u>\$240.00</u>	<u>\$240.00</u>	<u>\$252.00</u>
6.7	MCDOT Operations 1405 2919 W. Durango Phoenix, AZ	1 - cooling tower <b>(50T)</b> 1 - condenser closed loop 1 - pumpback system 1 - chiller (55T)	<u>\$130.00</u>	<u>\$130.00</u>	<u>\$136.00</u>
6.8	MCDOT Warehouse 1408 2222 S. 27th Ave. Phoenix, AZ	1 - cooling tower <b>(68T)</b> 1 - cooling closed loop 1 - pumpback system 4 - airwash units 1 - chiller (68T) 1 - sand filtration system	<u>\$202.00</u>	<u>\$202.00</u>	<u>\$212.00</u>
6.9	MCDOT Traffic Operations 2909 W. Durango Phoenix, AZ	1410 1 - cooling closed loop 1 - chiller (120T)	<u>\$178.00</u>	<u>\$178.00</u>	<u>\$187.00</u>
6.10	Equipment Services/MCSO 3325 W. Durango Phoenix, AZ	1501 2 - condenser closed loops 2 - pumpback systems 1 - heating hot waster boiler	<u>\$173.00</u>	<u>\$173.00</u>	<u>\$181.00</u>

**SERIAL 00206-SC**

**10743 EDISON COURT, RANCHO CUCAMONGA, CA 91730**

**ADVANCED CHEMICAL TECHNOLOGY, 3721 W CAMBRIDGE ROAD, PHOENIX, AZ 85009**

6.11	Flood Control Administration	1402	1 - cooling closed loop		
		2801 W. Durango	1 - chiller (150T)		
		Phoenix, AZ	1 - chiller (150T)		
		1 - sand filtration system	<u>\$200.00</u>	<u>\$200.00</u>	<u>\$210.00</u>
6.12	Flood Control Operations	1404	1 - cooling tower ( <b>40T</b> )		
	2801 W. Durango		1 - condenser closed loop		
	Phoenix, AZ		1 - pumpback system		
		4 - airwash units	<u>\$182.00</u>	<u>\$182.00</u>	<u>\$191.00</u>
6.13	County Administration Building	3310	1 - cooling closed loop		
	301 W. Jefferson St.		1 - 4 bank cooling tower ( <b>1000T</b> )		
	Phoenix, AZ		1 - flat plate heat exchanger		
			1 - chiller (247T)		
			1 - chiller (247T)		
			1 - chiller (247T)		
		1 - chiller (247T)	<u>\$480.00</u>	<u>\$480.00</u>	<u>\$504.00</u>
6.14	Central Court Building	3305	<del>2 - steam boilers</del>		
	201 W. Jefferson St.		1 - cooling closed loop		
	Phoenix, AZ		1 - heating closed loop		
			2 - water softeners		
			2 - steam boilers ( <del>350HP</del> ) ( <b>700 HP</b> )		
			1 - chiller ( <del>300T</del> ) ( <b>750T</b> )		
			1 - chiller ( <del>300T</del> ) ( <b>950T</b> )		
			1 - chiller ( <del>300T</del> ) ( <b>950T</b> )		
			1 - chiller ( <del>633T</del> ) ( <b>950T</b> )		
			<del>1 - chiller (633T)</del>		
		<del>1 - chiller (60T)</del>	<u>\$1,400.00</u>	<u>\$1,400.00</u>	<u>\$1,470.00</u>
6.15	MCSO-Madison Street Jail	3309	1 - heating closed loop		
	225 W. Madison St.		12 - airwash units		
	Phoenix, AZ	6 - water softeners	<u>\$185.00</u>	<u>\$185.00</u>	<u>\$194.00</u>
6.16	Clerk of Court-Records Storage	6201	1 - cooling tower ( <b>50T</b> )		
	500 S. 3rd Ave.		1 - condenser closed loop		
	Phoenix, AZ		1 - cooling closed loop		
		1 - chiller (52T)	<u>\$137.00</u>	<u>\$137.00</u>	<u>\$144.00</u>

**SERIAL 00206-SC**

**10743 EDISON COURT, RANCHO CUCAMONGA, CA 91730**

**ADVANCED CHEMICAL TECHNOLOGY, 3721 W CAMBRIDGE ROAD, PHOENIX, AZ 85009**

6.17	Medical Examiner 120 S. 6th Ave.	4013	1 - condenser closed loop 1 - cooling closed loop Phoenix, AZ 1 - chiller (40T) 1 - cooling tower ( <b>65T</b> ) 1 - water softener	<u>\$147.00</u>	<u>\$147.00</u>	<u>\$154.00</u>
6.18	Public Health/Administration 1825/45 E. Roosevelt Phoenix, AZ	3807/08	1 - steam boiler ( <b>50 HP</b> ) 1 - heating closed loop 1 - cooling closed loop 1 - cooling tower ( <b>193T</b> ) 1 - chiller (125T) 1 - chiller (125T) 2 - water softeners	<u>\$314.00</u>	<u>\$314.00</u>	<u>\$330.00</u>
6.20	Old Court House (OCH) 3401 125 W. Washington St. Phoenix, AZ		2 - cooling towers ( <b>300T</b> ) 1 - cooling closed loop 1 - water softener 1 - chiller ( <del>90T</del> ) ( <b>125T</b> ) 1 - chiller ( <del>140T</del> ) ( <b>125T</b> ) <del>1 - chiller (230T)</del> <del>1 - chiller (230T)</del>	<u>\$280.00</u>	<u>\$280.00</u>	<u>\$294.00</u>
6.21	Complex Cooling Towers 2nd Ave. & Madison Phoenix, AZ	3306	2 - 4 bank cooling towers ( <b>4000T</b> )	<u>\$1,110.00</u>	<u>\$1,110.00</u>	<u>\$1,165.00</u>
6.22	Juvenile Court	2856	1 - cooling tower ( <b>269T</b> ) 1840 S. Mesa Dr. 1 - chiller (250T) Mesa, AZ 1 - chiller (250T) 1 - cooling closed loop 1 - heating closed loop 2 - hot water boilers 2 - water softeners	<u>\$283.00</u>	<u>\$283.00</u>	<u>\$297.00</u>

**SERIAL 00206-SC**

**10743 EDISON COURT, RANCHO CUCAMONGA, CA 91730**

**ADVANCED CHEMICAL TECHNOLOGY, 3721 W CAMBRIDGE ROAD, PHOENIX, AZ 85009**

6.23	S.E. Public Facility 222 E. Javelina	2855	1 - cooling tower ( <b>320T</b> ) 1 - hot water boiler Mesa, AZ 1 - chiller (200T) 1 - chiller (300T) <b>2 - steam boilers</b> 1 - heating closed loop 1 - cooling closed loop 1 - glycol closed loop	<u>\$330.00</u>	<u>\$330.00</u>	<u>\$346.00</u>
6.24	MCSO-Durango Jail	1601	2 - cooling towers ( <b>700T</b> ) 3225 W. Durango 1 - chiller (350T) Phoenix, AZ 1 - chiller (350T) 2 - steam boilers ( <b>300 HP</b> ) 1 - condensate tank 1 - feed water tank 1 - heating closed loop 1 - cooling closed loop 8 - airwash units 3 - water softeners	<u>\$594.00</u>	<u>\$594.00</u>	<u>\$624.00</u>
6.25	MCSO-Towers Jail 3127 W, Durango Phoenix, AZ	1611	2 - hot water boilers 12 - airwash units 1 - heating closed loop 2 - water softeners 2 - hot water heat exchange	<u>\$220.00</u>	<u>\$220.00</u>	<u>\$231.00</u>
6.26	MCSO-Estrella Jail 2939 W. Durango Phoenix, AZ	1403	14 - airwash units 3 - pumpback systems 1 - heating closed loop 1 - hot water boiler 2 - water softeners 2 - pumpback systems	<u>\$240.00</u>	<u>\$240.00</u>	<u>\$252.00</u>
6.27	Juvenile Court 3125 W. Durango Phoenix, AZ	1701	1 - hot water boiler 1 - heating closed loop 1 - shared cooling loop	<u>\$36.00</u>	<u>\$36.00</u>	<u>\$38.00</u>

**SERIAL 00206-SC**

**10743 EDISON COURT, RANCHO CUCAMONGA, CA 91730**

**ADVANCED CHEMICAL TECHNOLOGY, 3721 W CAMBRIDGE ROAD, PHOENIX, AZ 85009**

6.28	Juvenile Court - Administration 3125 W. Durango Phoenix, AZ	1704	1 - cooling tower <b>(80T)</b> 1 - hot water boiler 1 - heating closed loop 1 - cooling closed loop 1 - chiller (40T)	<u>\$137.00</u>	<u>\$137.00</u>	<u>\$144.00</u>
6.29	Juvenile Court-Detention 1706 3125 W. Durango Phoenix, AZ	1706	2 - steam boilers 2 - condensate tanks 1 - feed water tank 2 - cooling towers <b>(374T)</b> 2 - heating closed loop 2 - cooling closed loop 1 - chiller (350T) 1 - chiller (350T) <del>1 - chiller (350T)</del>	<u>\$346.00</u>	<u>\$346.00</u>	<u>\$363.00</u>
6.30	Animal Control Center 2323 S. 35th Ave. Phoenix, AZ	1801	1 - pumpback system	<u>\$36.00</u>	<u>\$36.00</u>	<u>\$38.00</u>
6.35	<b>Security Building</b> <b>222/234 N. Central</b> <b>Phoenix, AZ</b>	<b>4157</b>	<b>1 - chiller (500T)</b> <b>1 - chiller (30T)</b> <b>1 - cooling tower (500T)</b> <b>1 - evaporative consenser</b>	<u><b>\$308.00</b></u>	<u><b>\$308.00</b></u>	<u><b>\$323.00</b></u>
6.32	Parts, components, other miscellaneous items not covered under the maintenance program: cost plus <u>15 %</u>					
6.32	Labor, services not under maintenance, regular business hours: <u>\$38.00</u> /per hour					
6.33	Labor, services not under maintenance, after hours, weekends, and holidays: <u>\$57.00</u> /per hour					
6.34	Labor, for services outside the scope of contract: <u>\$38.00</u> /per hour					

**10743 EDISON COURT, RANCHO CUCAMONGA, CA 91730**

**ADVANCED CHEMICAL TECHNOLOGY, 3721 W CAMBRIDGE ROAD, PHOENIX, AZ 85009**

Terms: 2% 10 NET 30

Federal Tax ID Number: ~~95-4577909~~ **71-0882173**

Telephone Number: 800/527-9607

Fax Number: ~~909/931-7807~~ **909/980-9366**

Contact Person: BERNIE PEACOCK **Deborah Kelsey**

Vendor Number: ~~954577909~~ **710882173**

Company Web Site: [www.actglobal.net](http://www.actglobal.net)

E-mail Address: [act@actglobal.net](mailto:act@actglobal.net) [dk@actglobal.net](mailto:dk@actglobal.net)

Contract Period: To cover the period ending February 28, 2004.